

Beverly California Corporation f/k/a Beverly Enterprises, its Operating Divisions, Regions, Wholly-Owned Subsidiaries and Individual Facilities and each of them and Service Employees International Union, Local 606, AFL-CIO, et al. Cases 6–CA–20188–46 et al. and 6–CA–24221 et al.

July 23, 2001

DECISION ON REMAND AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS
LIEBMAN, TRUESDALE, AND WALSH

On August 21, 1998, the National Labor Relations Board issued decisions in *Beverly II* and *III*¹ finding that the Respondent had committed over 100 violations of Section 8(a)(1), (3), and (5) of the National Labor Relations Act at 25 nursing homes. In *Beverly II*, the Board issued a series of facility specific remedial orders. In *Beverly III*, the Board issued a corporatewide order against Beverly, which consisted of a broad cease-and-desist order applicable to all of the Respondent's nursing home facilities throughout the United States, certain affirmative relief, and a requirement to post a remedial notice at all of its facilities. The Board found that corporatewide relief was justified based on Beverly's "demonstrated proclivity to violate the Act," and the fact that "the violations could not reasonably be viewed as isolated occurrences with no connection to central management." 326 NLRB 232, 233 (1998).

On September 13, 2000, the United States Court of Appeals for the Seventh Circuit enforced most of the Board's findings and sustained the Board's determination to issue a corporatewide remedial order in *Beverly III*.² The court found that "the Board was entitled to conclude that nothing less than a corporatewide order would do the job of correcting the proclivity this company has shown for committing or tolerating unfair labor practices at a significant number of its facilities." 227 F.3d at 847. The court found, however, that "the specific order [the Board] entered . . . is problematic," and remanded the cases to the Board for further proceedings. *Id.* It explained:

We are concerned that much of [the Board's order in *Beverly III*] is nothing more than a laundry list of the particular violations committed at individual facilities. There is no reason, for example, for the corporatewide order to devote two paragraphs to [employee] Julie Schriener's situation (and she is in the order by name). We do not consider it appropriate to go through the or-

der in the first instance and decide which parts are properly directed to the corporation as a whole and which to particular facilities. We leave this task to the Board on remand.

Id. The court reiterated that, "[g]iven Beverly's recidivism and the corporate direction the Board has found pervading its handling of union complaints, the Board is entitled to impose corporatewide relief. But this should be supplemented with relief directed to the individual facilities, for instances in which the violation does not have significance beyond them." *Id.* Thereafter, on March 23, 2001, the court issued its judgment and remanded the cases to the Board for further proceedings consistent with the court's opinion.

On December 1, 2000, counsel for the General Counsel recommended that the Board accept the remand and submitted a proposed order and notices. The Respondent opposed the proposed order, advising that it intended to petition the Supreme Court for a writ of certiorari. The Charging Party agreed with the General Counsel.

On April 9, 2001, the Respondent petitioned for certiorari.³

Thereafter, on April 13, 2001, the Board notified the parties that it had accepted the court's remand and invited the parties to submit briefs stating their positions. Statements of position on remand were filed by the General Counsel, the Respondent, and Charging Party SEIU.

Having accepted the court's remand, we must apply the court's opinion as the law of the case. Several matters are therefore before us on remand. First, we must fashion a broad cease-and-desist order applicable corporatewide. Second, we must fashion an affirmative order requiring the posting of notices corporatewide at all of the Respondent's nursing home facilities where no unfair labor practices took place. And, third, we must fashion an affirmative order directed to the individual facilities where unfair labor practices did occur.

In his statement of position, the General Counsel repeated the position taken in his December 1, 2000 submission, and the Charging Party endorsed that position and concurred with the proposed Order. The Respondent, without waiving the position it has taken in its petition for certiorari, agreed with the General Counsel's

¹ Reported at 326 NLRB 153; 326 NLRB 232, respectively.

² 227 F.3d 817, 846 (7th Cir. 2000).

³ In its opposition to the Respondent's petition for a writ of certiorari, the Board contends that the petition should be denied as premature because there is no judicially enforced corporatewide order against the Respondent in *Beverly III* at this time. The Board urged that, to avoid piecemeal litigation, Supreme Court review should await the conclusion of enforcement proceedings in a court of appeals after the Board, on remand, actually issues a specific corporatewide order against the Respondent. On June 29, 2001, the Supreme Court denied the Respondent's petition for writ of certiorari. *Beverly California Corp. v. NLRB*, 533 U.S. 950 (2001).

proposed corporatewide Order. The Respondent disagrees, however, with the notices submitted by the General Counsel as appendices to the proposed Order. The Respondent argues that the Board does not have authority to order affirmative action (notice posting) at locations where no unfair labor practices took place and where there is no evidence that the employees at these locations were aware of the unfair labor practices at other locations. Thus, the Respondent opposes the notice (App. I) which the General Counsel argues should be posted at all facilities (other than the facilities where unfair labor practices took place) and which tracks the cease-and-desist provisions of the corporatewide Order. The Respondent also objects to the use of this same language in notices proposed for individual locations. (Apps. II through XXVI.) The Respondent has not objected to provisions of Appendices II through XXVI as they relate to the unfair labor practices found at particular facilities.

The Respondent's argument concerning the Board's authority to order posting corporatewide in the circumstances here essentially tracks the arguments it has made before the Seventh Circuit and the Supreme Court. Indeed, the issue which the Respondent presented to the Court in its petition for a writ of certiorari was:

Whether the National Labor Relations Board is authorized by Section 10(c) of the National Labor Relations Act to impose cease and desist and affirmative action orders upon work locations that have never committed unfair labor practices and are not otherwise involved in the underlying proceedings, simply because violations have been found at other work locations owned or operated by the same employer.

Thus, the Respondent concedes that this issue was decided by the Seventh Circuit and, accordingly, we find it to be res judicata.

Apart from the Respondent's foregoing arguments, no party has objected to the specific terms of the Order and notices presented by the General Counsel. Accordingly, as we find the Order and notices to be consistent with the remand of the Seventh Circuit, we shall enter the proposed Order and direct the Respondent to post the notices.⁴

⁴ Chairman Hurtgen did not participate in the underlying cases. He agrees that the Respondent has litigated and lost the issue of whether the Board has the power to issue a cease-and-desist order, and require notice posting, at facilities where no unlawful conduct occurred. However, Chairman Hurtgen, as a matter of remedial discretion, would not require notice posting at facilities where no unlawful conduct occurred. (This is true of a majority of the Respondent's facilities.) In Chairman Hurtgen's view, such a notice is not necessary because the employees at these facilities have not been exposed to any unfair labor practices.

ORDER

The National Labor Relations Board orders that the Respondent, Beverly California Corporation f/k/a Beverly Enterprises, its Operating Divisions, Regions, Wholly-Owned Subsidiaries and Individual Facilities and each of them, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening its employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

(b) Threatening its employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

(c) Interrogating its employees concerning their union sentiments or activities or those of other employees.

(d) Creating the impression that its employees' union activities are under surveillance.

(e) Announcing or granting its employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

(f) Enforcing a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

(g) Soliciting its employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

(h) Disciplining or otherwise discriminating against its employees because they engage in union activity.

(i) At those facilities at which its employees are represented by a union, failing to recognize and bargain with that union as required by law.

(j) At those facilities at which its employees are represented by a union, unilaterally changing terms and conditions of employment without prior notice to and affording an opportunity to bargain to the its employees' designated collective-bargaining representative.

(k) At those facilities at which its employees are represented by a union, failing to meet and bargain with its employees' designated collective-bargaining representative concerning grievances, or bypassing the designated collective-bargaining representative and dealing directly with its employees.

(l) At those facilities at which its employees are represented by a union, failing to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

(m) In any other manner interfering with, restraining, or coercing its employees in the exercise of their Section 7 rights.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at all of its facilities (except as otherwise referenced in paragraphs below) copies of the attached notice marked "Appendix I." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has sold, gone out of business or closed any of the facilities involved in these nationwide proceedings as of September 10, 1991, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any such facilities at any time since September 10, 1991.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 6 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

3. The below listed individual facilities shall take the following additional affirmative action, and, where indicated, in lieu of posting Appendix I, post the appendices referred to below, necessary to effectuate the policies of the Act.

I. PIONEER PLACE FACILITY

Within 14 days after service by the Region, post at its facility in Irving, Texas, operating as Pioneer Place facility, copies of the attached notice marked "Appendix II." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since March 16, 1988.

II. FOUNTAINVIEW PLACE FACILITY

Within 14 days after service by the Region, post at its facility in Indianapolis, Indiana, operating as Fountainview Place facility, copies of the attached notice marked "Appendix III." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since August 18, 1988.

III. LIBERTY HOUSE NURSING HOME

Within 14 days after service by the Region, post at its facility in Clifton Forge, Virginia, operating as Liberty House Nursing Home, copies of the attached notice marked "Appendix IV." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 22, 1988.

IV. MOUNT LEBANON MANOR CONVALESCENT CARE CENTER FACILITY

Within 14 days after service by the Region, post at its facility in Mount Lebanon, Pennsylvania, operating as Mount Lebanon Manor Convalescent Care Center facility, copies of the attached notice marked "Appendix V." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not al-

tered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 5, 1989.

V. DANBURY PAVILION HEALTH CARE FACILITY

Within 14 days after service by the Region, post at its facility in Danbury, Connecticut, operating as Danbury Pavilion Health Care facility, copies of the attached notice marked "Appendix VI." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since February 2, 1989.

VI. WEST HAVEN NURSING FACILITY

Within 14 days after service by the Region, post at its facility in West Haven, Connecticut, operating as West Haven Nursing facility, copies of the attached notice marked "Appendix VII." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since June 8, 1989.

VII. BEVERLY MANOR CONVALESCENT HOSPITAL FACILITY

Within 14 days after service by the Region, post at its facility in Monterey, California, operating as Beverly Manor Convalescent Hospital facility, copies of the attached notice marked "Appendix VIII." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 7, 1991.

VIII. SLAYTON MANOR NURSING HOME FACILITY

Within 14 days after service by the Region, post at its facility in Slayton, Minnesota, operating as Slayton Manor Nursing Home facility, copies of the attached notice marked "Appendix IX." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since December 13, 1989.

IX. KEWAUNEE HEALTH CARE FACILITY

Within 14 days after service by the Region, post at its facility in Kewaunee, Wisconsin, operating as Kewaunee Health Care facility, copies of the attached notice marked "Appendix X." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices

to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since March 15, 1990.

X. BEVERLY HEALTH CARE CENTER FACILITY

Within 14 days after service by the Region, post at its facility in Glasgow, West Virginia, operating as Beverly Health Care Center facility, copies of the attached notice marked "Appendix XI." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since June 6, 1990.

XI. RICHLAND MANOR FACILITY

Within 14 days after service by the Region, post at its facility in Johnstown, Pennsylvania, operating as Richland Manor facility, copies of the attached notice marked "Appendix XII." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since May 1, 1991.

XII. SANGER HOSPITAL FACILITY

Within 14 days after service by the Region, post at its facility in Sanger, California, operating as Sanger Hospi-

tal facility, copies of the attached notice marked "Appendix I." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since June 18, 1991.

XIII. BEVERLY MANOR FACILITY

Within 14 days after service by the Region, post at its facility in San Francisco, California, operating as Beverly Manor facility, copies of the attached notice marked "Appendix XIII." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since May 19, 1991.

XIV. DUKE CONVALESCENT FACILITY

Within 14 days after service by the Region, post at its facility in Lancaster, Pennsylvania, operating as Duke Convalescent facility, copies of the attached notice marked "Appendix XIV." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at

its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since June 26, 1991.

XV. CARPENTER CARE CENTER FACILITY

Within 14 days after service by the Region, post at its facility in Tunkhannock, Pennsylvania, operating as Carpenter Care Center facility, copies of the attached notice marked "Appendix XV." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 18, 1991.

XVI. STROUD MANOR FACILITY

Within 14 days after service by the Region, post at its facility in East Stroudsburg, Pennsylvania, operating as Stroud Manor facility, copies of the attached notice marked "Appendix XVI." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 30, 1991.

XVII. VALLEY CARE AND GUIDANCE CENTER FACILITY

Within 14 days after service by the Region, post at its facility in Fresno, California, operating as Valley Care and Guidance Center facility, copies of the attached notice marked "Appendix XVII." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all

places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since May 31, 1991.

XVIII. WILLIAM PENN NURSING CENTER

Within 14 days after service by the Region, post at its facility in Lewistown, Pennsylvania, copies of the attached notice marked "Appendix XVIII." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since January 15, 1992.

XIX. GREENWOOD HEALTH CENTER

(a) Upon request, meet with and bargain with designated collective-bargaining representatives in the processing of grievances.

(b) Within 14 days after service by the Region, post at its facility in Hartford, Connecticut, copies of the attached notice marked "Appendix XIX." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since September 10, 1991.

XX. DELTONA HEALTH CARE CENTER

Within 14 days after service by the Region, post at its facility in Deltona, Florida, copies of the attached notice marked "Appendix XX." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since January 1, 1992.

XXI. EAST MOLINE CARE CENTER

Within 14 days after service by the Region, post at its facility in East Moline, Illinois, copies of the attached notice marked "Appendix XXI." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since November 2, 1991.

XXII. WEST HAVEN NURSING FACILITY

(a) Upon request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(b) Within 14 days after service by the Region, post at its facility in West Haven, Connecticut, copies of the attached notice marked "Appendix XXII." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the

pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since February 14, 1992.

XXIII. PARK HAVEN CARE CENTER

(a) Upon request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(b) Within 14 days after service by the Region, post at its facility in Smithton, Illinois, copies of the attached notice marked "Appendix XXIII." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since January 11, 1993.

XXIV. GARDEN TERRACE NURSING CENTER

Within 14 days after service by the Region, post at its facility in Douglasville, Georgia, copies of the attached notice marked "Appendix XXIV." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since October 28, 1992.

XXV. GULF COAST CONVALESCENT CENTER

(a) Make whole employees from whom a wage increase was unlawfully withheld for any loss of earnings and other benefits suffered as a result of the discrimination against them. Backpay is to be computed in accordance with *Ogle Protection Service*, 183 NLRB 682

(1970) and with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(b) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of backpay due under the terms of this Order.

(c) Within 14 days after service by the Region, post at its 20in Panama City, Florida, copies of the attached notice marked "Appendix XXV." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since July 10, 1992.

XXVI. NORTHCREST NURSING HOME

(a) Immediately rescind the suspension and final warning issued to Julie Schrinier and make her whole for any loss of earnings and other benefits, with interest, suffered as a result of her unlawful suspension. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(b) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discipline issued to Schrinier, and within 3 days thereafter notify her in writing that this has been done and that the unlawful discipline will not be used as a basis for future personnel actions against her in any way.

(c) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its facility in Napoleon, Ohio, copies of the attached notice marked "Appendix XXVI." Copies of the notice on forms provided by the Regional Director for Region 6, after being signed by Respondent's representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places

where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at this facility at any time since November 18, 1992.

East Moline Care Center,
Garden Terrace Nursing Center

The elections in Cases 6-RC-10752 (formerly 33-RC-3724), and 6-RC-11201 (formerly 8-RC-14773) are set aside and that these cases are remanded to the Regional Director for Region 6 to conduct new elections when he deems the circumstances permit the free choice of bargaining representatives.

APPENDIX I

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlaw

fully withheld, and WE WILL otherwise address all of the unlawful conduct.

BEVERLY CALIFORNIA CORPORATION
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APPENDIX II

(Pioneer Place)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing;
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, promote the formation of independent unions or to form and join organizations to represent them as to their terms and conditions of employment.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX III

(Fountainview Place facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign antiunion petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity, including serving as union observers during representation elections under the Act.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful disciplinary actions taken against Lily Davis and Kastle Gannon, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the unlawful disciplines will not be used against them in any way.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX IV

(Liberty House Nursing Home)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In

these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discharge, discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with the employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, offer employee Peggy Urban full reinstatement to her job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

WE WILL make whole, commencing from the date of her unlawful discharge, employee Peggy Urban for any loss of earnings and other benefits suffered resulting from her discharge, less any net earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge of Peggy Urban, and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX V

*(Mount Lebanon Manor Convalescent Care
Center Facility)*

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment, including implementing a master schedule, without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative, including bargaining before making any changes in the master schedule.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX VI

(Danbury Pavilion Health Care Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment, including discontinuing short pay policy, without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative, including bargaining before making any changes in short pay policy.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX VII

(West Haven Nursing Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an

order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX VIII

(Beverly Manor Convalescent Hospital Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT tell our employees that their suspensions are related to their union activity.

WE WILL NOT discharge, suspend, discipline, or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or by-

pass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, offer Nelia Aldape full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

WE WILL make whole, commencing from the date of her unlawful suspension and discharge, employee Nelia Aldape for any loss of earnings and other benefits suffered resulting from her discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge or suspension of Nelia Aldape, and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that the discharge or suspension will not be used against her in any way.

WE WILL rescind the other suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

BEVERLY CALIFORNIA CORPORATION
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APPENDIX IX

(Slayton Manor Nursing Home Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court

of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT post or promulgate unlawfully broad no-solicitation or no-distribution rules.

WE WILL NOT forbid lawful solicitation or distribution on behalf of unions during nonwork time and in nonpatient care areas.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT solicit and adjust employee complaints and grievances during union organizing campaigns.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

BEVERLY CALIFORNIA CORPORATION
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APPENDIX X

(Kewaunee Health Care Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees

affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities, including distribution of union literature.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collec-

tive-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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INDIVIDUAL FACILITIES AND EACH OF
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APPENDIX XI

(Beverly Health Care Center Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discharge, discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities, including strikes and picketing.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT promise benefits, including rescission of disciplinary action for crossing union picket lines to come to work.

WE WILL NOT discharge, discipline, or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain with employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, offer Cathy Lewis full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

WE WILL make whole, commencing from the date of her unlawful discharge, employee Cathy Lewis for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge of Cathy Lewis, and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XII

(Richland Manor Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT condition the payment of a wage increase on the withdrawal of unfair labor practice charges.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XIII

(Beverly Manor Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, sign and/or circulate decertification petitions, or promote the formation of independent unions.

WE WILL NOT assault union representatives or delegates.

WE WILL NOT tell employees that union representatives or delegates will be killed.

WE WILL NOT discharge, discipline, or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and gain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, offer Johnny Scott full reinstatement to his former job or, if that job no longer exist, to a substantially equivalent position, without prejudice to his seniority or any other rights and privileges previously enjoyed.

WE WILL make whole, commencing from the date of his unlawful discharge, Johnny Scott for any loss of earnings and other benefits suffered resulting from discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the discharge of Johnny Scott, and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XIV

(Duke Convalescent Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline and/or discharge, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT forbid lawful solicitation or distribution on behalf of unions during nonwork time and in nonpatient care areas.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT order the removal from the facility of employee coffee mugs bearing union logos.

WE WILL NOT discharge, suspend, or impose any disciplinary action on employees, including written warnings, because the employees engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, offer employee Amy Johnson full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

WE WILL make whole, commencing from the date of their unlawful discharges or suspensions as the case may be, the employees Amy Johnson and Valerie Faulkner,

unlawfully suspended for any loss of earnings and other benefits suffered resulting from their discharges or suspensions, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges and suspensions of Amy Johnson and Valerie Faulkner, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that their discharges and suspensions will not be used against them in any way.

WE WILL rescind the other suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XV

(Carpenter Care Center Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT suspend or impose any disciplinary action, including issuing written warnings, oral warnings, or transfers, or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment, including implementing changes in our policy of immediately reimbursing employees for the purchase of prescription drugs, without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful disciplinary actions taken against Alice Adams, Esther Bennett, Charles Benninger, Amanda Brad-

ish, Jennifer Buckingham, Patt Carr, Suzanne Clearwater, Betty Cona, Helen Evans, Carolyn Ferguson, Antoinette Gorko, Donna Hollister, Karen Holsopple, Sharon Karp, Herman Kathi, Lori King, Deborah Kintner, Dawn Kisner, Linda Krill, David Lewis, Marie Meador, Dorothy Moskowitz, Allison Reaves, Debra Redmond, Chris Sheridan, Lorraine Zelenka, and Mary Zone, and, WE WILL, within 3 days thereafter, notify them in writing that this has been done and that their unlawful disciplines will not be used against them in any way.

WE WILL, on request, rescind the unilateral discontinuance of our policy of immediately reimbursing employees for the purchase of prescription drugs.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative, including bargaining before making any changes in our policy of immediately reimbursing employees for the purchase of prescription drugs.

WE WILL, on request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XVI

(Stroud Manor Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist

from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT solicit and adjust employee complaints and grievances during union organizing campaigns.

WE WILL NOT promise to expedite the receipt of employee benefits, including tuition reimbursement.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment, including withholding annual wage

increases, without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, upon request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with any union selected by its employees as their collective-bargaining representative, including bargaining before withholding annual wage increases.

WE WILL, on request by the Union, reinstate annual wage increases.

WE WILL make whole the employees in the appropriate unit for any losses they may have suffered by reason of the unilateral withholding of annual wage increases which employees would have received.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom any other wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XVII

(Valley Care and Guidance Center Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the

testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, sign and/or circulate decertification petitions, or promote the formation of independent unions.

WE WILL NOT tell employees that union organization is futile.

WE WILL NOT demand immediate repayment of loans in retaliation for joining a union.

WE WILL NOT tell employees that other employees had been solicited and paid to vandalize the property, including automobiles, of union supporters.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT fail and refuse to bargain in good faith and withdraw recognition from the Union selected by our employees as their collective-bargaining representative.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, recognize and bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative.

WE WILL, on request, furnish to the Union, information necessary and relevant to its role as the exclusive collective bargaining representative of the unit employees.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XVIII

(William Penn Nursing Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing

in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us, by indicating knowledge of our employees' union activities or in other ways.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT engage in verbal harassment of employees because they engage in union activities.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XIX

(Greenwood Health Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees

affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, meet with and bargain with designated collective-bargaining representatives in the processing of grievances.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XX

(Deltona Health Care Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or unfavorable employment references for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees by asking them to raise their hands and move to one side of the room in an employer mandated meeting, thus requiring them to publicly assert their union sentiments, by soliciting their signatures of an antiunion petition, or in other ways.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us by telling employees that we know of a scheduled union meeting and the time and place thereof, or in other ways.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXI

(East Moline Care Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting antiunion or other activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT threaten to call the police against off-duty employees who handbill in support of a union at entrances to our facility.

WE WILL NOT post guards at mandatory employer meetings.

WE WILL NOT require off-duty employees to produce identification on the day of a representation election.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for

the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXII

(West Haven Nursing Facility)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment, including implementing changes in break schedules, without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information, including copies of disciplinary warnings issued to represented employees, necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXIII

(Park Haven Care Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity

while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT fail to recognize and bargain with our employees' designated collective-bargaining representative as required by law.

WE WILL NOT unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions, including attendance and attendance related records of nonunit employees for comparison for processing of grievances of discipline issued to unit members for tardiness.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL, on request, furnish to the Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXIV

(Garden Terrace Nursing Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against

Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs for selecting union representation.

WE WILL NOT threaten employees they will get in trouble for discussing unions and WE WILL NOT threaten discipline for talking about unions on the clock or on our premises.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees, including asking how many employees were at the union meeting.

WE WILL NOT create the impression that our employees' union activities, including their union meetings, are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXV

(Gulf Coast Convalescent Center)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes

which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

- To engage in self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to

to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL rescind the suspension and warning we discriminatorily issued and make whole the employee for the loss of wages and benefits, and WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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APPENDIX XXVI

(Northcrest Nursing Home)

NOTICE TO EMPLOYEES

This Notice has been posted as a result of a long series of cases brought by various unions and individuals against Beverly before the National Labor Relations Board. In these cases, the NLRB, based upon Beverly's recurring violations of the National Labor Relations Act, issued an order requiring Beverly to cease and desist from continuing in such unlawful conduct, not only at the nursing homes which were involved in the series of proceedings, but also at all other Beverly nursing homes. The United States Court of Appeals for the Seventh Circuit, after reviewing all of the testimony and evidence, directed Beverly to cease and desist from its unlawful conduct at any of its nursing homes, to provide backpay and other relief to all of the employees affected by its conduct, and to post this Notice to employees at all Beverly nursing homes nationwide.

Section 7 of the National Labor Relations Act gives employees the following rights.

To engage in self-organization

To form, join, or assist labor organizations

To bargain collectively through representatives of their own choosing

To act together for collective bargaining or other mutual aid or protection

To refrain from any or all such activities.

In recognition of these rights, we hereby notify our employees that:

WE WILL NOT threaten our employees with discipline, loss of their licenses or jobs, or any other retaliation, for engaging in union activities.

WE WILL NOT threaten our employees with reprisals, including the sale of a facility or layoffs, for selecting union representation.

WE WILL NOT interrogate our employees concerning their union sentiments or activities or those of other employees.

WE WILL NOT create the impression that our employees' union activities are under surveillance by us.

WE WILL NOT announce or grant our employees wage increases timed to defeat union organizing campaigns, or blame the delay of approved wage increases on the union.

WE WILL NOT enforce a lawful no-solicitation, bulletin board or dress code policy against union activity while permitting comparable anti-union or nonunion-related activity.

WE WILL NOT solicit our employees to retrieve their union authorization cards, sign anti-union petitions, or promote the formation of independent unions.

WE WILL NOT discipline or otherwise discriminate against our employees because they engage in union activity.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to recognize and bargain with that union as required by law.

WE WILL NOT, at those facilities at which our employees are represented by a union, unilaterally change terms and conditions of employment without prior notice to and affording an opportunity to bargain to our employees' designated collective-bargaining representative.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to meet and bargain with our employees' designated collective-bargaining representative concerning grievances, or bypass the designated collective-bargaining representative and deal directly with our employees.

WE WILL NOT, at those facilities at which our employees are represented by a union, fail to furnish the designated collective-bargaining representative with in-

formation necessary and relevant to its collective-bargaining functions.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL immediately rescind the suspension and final warning issued to Julie Schriener and make her whole for any loss of earnings and other benefits, with interest, suffered as a result of her unlawful suspension.

WE WILL within 14 days from the date of this Order, remove from our files any reference to the unlawful discipline issued to Schriener, and within 3 days thereafter notify her in writing that this has been done and that the

unlawful discipline will not be used as a basis for future personnel actions against her in any way.

WE WILL make whole our employees from whom a wage increase was unlawfully withheld, and WE WILL otherwise address all of the unlawful conduct.

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